

Brian H. Gunn (SBN 192594)  
*bhgunn@wolfewyman.com*  
L. Scott Bruggemann (SBN 302499)  
*sbruggemann@wolfewyman.com*  
WOLFE & WYMAN LLP  
2175 N. California Blvd., Suite 645  
Walnut Creek, California 94596-3502  
Telephone: (925) 280-0004  
Facsimile: (925) 280-0005

Attorneys for Defendant  
BURNS & WILCOX INSURANCE SERVICES, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

HARTFORD CASUALTY INSURANCE  
COMPANY, an Indiana Corporation,

Plaintiff,

v.

FIREMAN'S FUND INSURANCE COMPANY, a  
California Corporation; BURNS & WILCOX  
INSURANCE SERVICES, INC., a California  
Corporation, and DOES 1 to 50,

Defendants.

BURN & WILCOX INSURANCE SERVICES,  
INC.,

Cross-Complainant,

v.

MOSEN O'HADI aka MOSEN OHADI, dba  
MALIBU PACIFIC and/or MALIBU PACIFIC  
REAL ESTATE CO and/or MALIBU COASTAL  
INSURANCE SERVICES, and ROES 1 – 100,  
inclusive,

Cross-Defendants.

Case No.: 3:15-cv-02592 SI

**DECLARATION OF L. SCOTT  
BRUGGEMANN IN SUPPORT OF BURNS  
& WILCOX'S SECOND MOTION FOR  
SUMMARY JUDGMENT**

Date: October 28, 2016

Time: 10:00 a.m.

Place: Courtroom 1, 17<sup>th</sup> Floor

Hon. Susan Illston

Trial Date: 11/14/2016

Action Filed: 06/10/2015

I, L. SCOTT BRUGGEMANN, declare:

1. I am an attorney at Wolfe & Wyman LLP, counsel for Burns and Wilcox Insurance

1 Services, Inc. (hereinafter "Burns & Wilcox") in this action, and on my review of the records and  
2 files herein, collected through discovery conducted on the persons named herein, I have personal  
3 knowledge of the following facts and if called upon to testify, I would competently testify thereto.

4 2. Attached hereto to the Declaration of L. Scott Bruggemann is a true and correct  
5 portion of the deposition transcript of Paul Owhadi, taken on July 26, 2016, p.29, lines 17-21  
6 (**Exhibit 1**);

7 3. Attached hereto to the Declaration of L. Scott Bruggemann is a true and correct  
8 portion of the deposition transcript of Paul Owhadi, taken on July 26, 2016, p.31, line 16 – p.32, line  
9 15 (**Exhibit 2**);

10 4. Attached hereto to the Declaration of L. Scott Bruggemann is a true and correct  
11 portion of the deposition transcript of Paul Owhadi, taken on July 26, 2016, p.30, lines 9-23 (**Exhibit**  
12 **3**);

13 5. Attached hereto to the Declaration of L. Scott Bruggemann is a true and correct  
14 portion of the deposition transcript of Donna Barcarti, taken on June 14, 2016, p. 116, lines 16-23  
15 (**Exhibit 4**);

16 6. Attached hereto to the Declaration of L. Scott Bruggemann is a true and correct  
17 portion of the deposition transcript of Donna Barcarti, taken on June 14, 2016, p.112, lines 8-15  
18 (**Exhibit 5**);

19 7. Attached hereto to the Declaration of L. Scott Bruggemann is a true and correct  
20 portion of the deposition transcript of Lynn Hadfield, taken June 29, 2016, p. 143, line 7 and p. 144,  
21 line 17 (**Exhibit 6**);

22 8. Attached hereto to the Declaration of L. Scott Bruggemann is a true and correct  
23 portion of the deposition transcript of Lynn Hadfield, taken June 29, 2016, p. 88, line 13 – p. 89, line  
24 23 (**Exhibit 7**);

25 9. Attached hereto to the Declaration of L. Scott Bruggemann is a true and correct  
26 portion of the deposition transcript of Lynn Hadfield, taken June 29, 2016, p.94, line 19 – p.95, line  
27 10 (**Exhibit 8**).

28 I declare under penalty of perjury under the laws of the State of California that the foregoing

1 is true and correct.

2 Executed on October 14, 2016 at Sacramento, California.

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L. SCOTT BRUGGEMMAN - Declarant

# EXHIBIT 1

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

HARTFORD CASUALTY )  
INSURANCE COMPANY, an )  
Indiana Corporation, )  
Plaintiff, )  
vs. ) Case No. 3:15-cv-02592 SI  
FIREMAN'S FUND INSURANCE )  
COMPANY, a California )  
Corporation; BURNS & )  
WILCOX INSURANCE )  
SERVICES, INC., a )  
a California Corporation, )  
and DOES 1 to 50, )  
Defendants. )

DEPOSITION OF PAUL OWHADI

Santa Monica, California

Tuesday, July 26, 2016

Volume I

Reported by:  
WENDY S. SCHREIBER  
CSR No. 3558

Job No. CS2338146

1 Q. And what ten years are we talking about?

2 A. I would say -- you know, I converted that as  
3 not my primary residence about three years ago.

4 Q. All right. So it had been -- your Fresno  
5 residence had been your primary residence up until  
6 approximately?

7 A. I would say maybe 2012.

8 Q. Prior to that it had been your primary  
9 residence for about ten years preceding 2012, give  
10 or take?

11 A. Give or take, yes.

12 Q. So the Victoria Point residence was a beach  
13 house that you began the process, that you say long,  
14 excruciating process, sometime before you purchased  
15 the Broad Beach Road residence?

16 A. Yes.

17 Q. And the intent for Broad Beach when you  
18 purchased it was to become your -- your vacation  
19 house?

20 A. A temporary place for us to reside or  
21 utilize as our beach house until the 31502 was done.

22 Q. And once the Victoria Point residence was  
23 done, what was your plan with Broad Beach?

24 A. Oh, to sell it.

25 Q. What kind of insurance did you have on the

## EXHIBIT 2



1 three or four years ago.

2 Q. Do you know what she's doing now?

3 A. She works for another company, a large  
4 development company, and I honestly don't know the  
5 name of the company.

6 Q. Is it in Fresno?

7 A. Yes, it is.

8 MR. GUNN: Do you mind if I ask one  
9 question?

10 MR. BATCHMAN: Absolutely.

11 MR. GUNN: Was it McCaffey? That's the only  
12 development company I know in Fresno.

13 THE WITNESS: Oh, no. McCaffrey, no. You  
14 know them? No, no, it's not, no.

15 BY MR. BATCHMAN:

16 Q. Who was your broker that Danyelle would  
17 interface with regarding your insurance needs?

18 A. Ron Lamb.

19 Q. Where are they located?

20 A. In Fresno, California.

21 Q. Was Mr. Lamb responsible for insuring all of  
22 your properties?

23 A. Yes, until -- until my brother basically got  
24 involved. But really the 90 -- over 90 percent of  
25 my package deals were done by them. Mosen, my



1 brother, basically was so limited in terms of the  
2 policies that he placed for me.

3 Q. Do you still use Ron Lamb to place policies?

4 A. Yes, absolutely. I have all of my  
5 commercial buildings with him.

6 Q. What about your residential properties? Who  
7 did you use for that?

8 A. You know, as I said, at the later date --  
9 and I don't know when we began -- I think that we  
10 gave some of the properties to Mosen O'Hadi and I  
11 believe Mosen placed a policy for my home at 7454  
12 North Sequoia in Fresno. And I believe he also  
13 placed a policy for this particular house on Broad  
14 Beach. And I'm not sure whether, you know, he was  
15 involved with 31502 or not. I really am not sure.

16 Q. Do you know if the insurance on 31502 ever  
17 changed from the time that you purchased it in  
18 2003 -- well, has it ever changed since you  
19 purchased it?

20 A. In terms of carriers, you mean?

21 Q. Carriers or type of policy or anything like  
22 that.

23 A. I honestly don't know but I believe, you  
24 know, at one point Fireman's Fund -- I think we had  
25 coverage with Fireman's Fund. Fireman's Fund

## EXHIBIT 3

1 I, the undersigned, a Certified Shorthand  
2 Reporter of the State of California, do hereby  
3 certify:

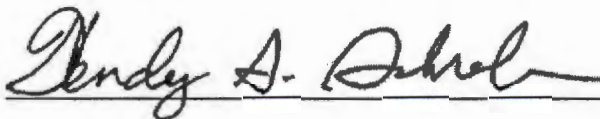
4 That the foregoing proceedings were taken  
5 before me at the time and place herein set forth;  
6 that any witnesses in the foregoing proceedings,  
7 prior to testifying, were administered an oath; that  
8 a record of the proceedings was made by me using  
9 machine shorthand which was thereafter transcribed  
10 under my direction; that the foregoing transcript is  
11 a true record of the testimony given.

12 Further, that if the foregoing pertains to  
13 the original transcript of a deposition in a Federal  
14 Case, before completion of the proceedings, review  
15 of the transcript [ ] was [X] was not requested.

16 I further certify I am neither financially  
17 interested in the action nor a relative or employee  
18 of any attorney or any party to this action.

19 IN WITNESS WHEREOF, I have this date  
20 subscribed my name.

21  
22 Dated: July 27, 2016

23   
24

25 WENDY S. SCHREIBER, CSR No. 3558

1 Victoria Point residence? Just --

2 MR. KASTAN: Overbroad as to time. Can you  
3 narrow it down to a specific time?

4 BY MR. BATCHMAN:

5 Q. When you purchased it in 2003.

6 A. Liability insurance, you know, and a regular  
7 policy for a house.

8 Q. Just a regular homeowner's-type insurance?

9 A. I presume. I should disclose something to  
10 you; that I have other people in my company that  
11 handle the insurance side of my business, you know,  
12 and I did that for years. I had a lady who was  
13 just -- her job was -- 90 percent of her job was to  
14 go ahead and interact with the insurance company so  
15 I don't get involved directly. But lately I have  
16 but I wasn't. So I would buy a property. I would  
17 say, "Just get it insured." They would contact the  
18 broker and the broker will take care of whatever  
19 what would be necessary to do.

20 Q. What lady in your office was responsible for  
21 that?

22 A. At the time her name was Danyelle Baker.  
23 And she's no longer with my company.

24 Q. When did she leave the company?

25 A. She left my company several years ago, like

## EXHIBIT 4

HARTFORD CASUALTY INSURANCE CO. vs. FIREMAN'S FUND INSURANCE CO., ET AL.  
Donna Bacarti on 06/14/2016

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3  
4 HARTFORD CASUALTY INSURANCE )  
COMPANY, )  
5 )  
Plaintiff, )  
6 )  
-vs- ) Case No.  
7 ) 3:15-cv-02592-SI  
FIREMAN'S FUND INSURANCE )  
8 COMPANY, )  
Defendant. )  
9 \_\_\_\_\_ )

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12 VIDEOTAPED DEPOSITION OF DONNA BACARTI

13 San Diego, California

14 Tuesday, June 14, 2016

15

16

17 Reported by Tricia Rosate, RDR, CRR, CSR No. 10891

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**HARTFORD CASUALTY INSURANCE CO. vs. FIREMAN'S FUND INSURANCE CO., ET AL.**  
**Donna Bacarti on 06/14/2016** **Page 116**

1 A The original application was blank, correct.

2 Q Right. Does that underscore your assessment  
3 of his inexperience and lack of sophistication?

4 A I believe so, yes.

5 Q Okay. Did you feel that you were guiding him  
6 in this transaction?

7 A Yes.

8 Q So given the fact that he is inexperienced  
9 and unsophisticated and you're guiding him in the  
10 transaction, what weight are you giving the  
11 information that he is providing to you regarding the  
12 Herndon Partners, LLC, information?

13 MR. GUNN: Objection. Argumentative and  
14 overbroad.

15 MR. QUIGLEY: Join.

16 THE WITNESS: Based on him telling me what  
17 his background was, that he himself was in  
18 real estate, and he knew what Herndon -- what Herndon  
19 Partners was and he had expressed to me that Paul was  
20 a big client of his, if I'm asking the question who  
21 makes up the LLC and he answers it that it's made up  
22 of the insured and his wife, I would trust that he is  
23 giving me a truthful answer.

24 BY MR. HAYES:

25 Q Even in light of the fact that he -- this was



## EXHIBIT 5

HARTFORD CASUALTY INSURANCE CO. vs. FIREMAN'S FUND INSURANCE CO., ET AL.  
Donna Bacarti on 06/14/2016 Page 112

1 I -- I'm not sure if I did it or not, but it  
2 was done by somebody that wrote in the 2 million.  
3 He -- he just didn't understand, and typically under a  
4 homeowner's policy, if you've got \$2 million of  
5 dwelling, 20 percent of that is other structures and  
6 50 percent of that is personal property, and he did  
7 not know that.

8 So rather than sending in a blank application  
9 to the carrier, either myself or my assistant filled  
10 in those limits based on the dwelling coverage. It's  
11 never been the practice of Burns & Wilcox to determine  
12 the dwelling limit, so that's up to the agent. So  
13 Mosen, at some time, notified us that the dwelling  
14 limit was \$2 million, and then the other coverages  
15 were filled in based on that dwelling limit.

16 Q So when he submitted the homeowner  
17 application, BW 456, the page we're looking at, he  
18 originally submitted it, and coverages and limits of  
19 liability were blank, weren't they?

20 A I don't recall if they were blank or what  
21 they were. Honestly, I don't know.

22 Q Let me show you what we'll mark as next in  
23 order.

24 MR. HAYES: Which is what? 13?

25 THE COURT REPORTER: 13.

HARTFORD CASUALTY INSURANCE CO. vs. FIREMAN'S FUND INSURANCE CO., ET AL.  
Donna Bacarti on 06/14/2016 Page 138

1 I, Tricia A. Rosate, Certified Shorthand  
2 Reporter licensed in the State of California, License  
3 No. 10891, hereby certify that the deponent was by me  
4 first duly sworn, and the foregoing testimony was  
5 reported by me and was thereafter transcribed with  
6 computer-aided transcription; that the foregoing is a  
7 full, complete, and true record of said proceedings.

8 I further certify that I am not of counsel or  
9 attorney for any of the parties in the foregoing  
10 proceeding and caption named or in any way interested in  
11 the outcome of the cause in said caption.

12 The dismantling, unsealing, or unbinding of the  
13 original transcript will render the reporter's  
14 certificates null and void.

15 In witness whereof, I have hereunto set my hand  
16 this day: June 20, 2016

17

18 \_\_\_\_\_ Reading and signing was requested.

19

20 \_\_\_\_\_ Reading and signing was waived.

21

22   x   Reading and signing was not requested.

23

24

  
Tricia Rosate, RDR, RMR, CRR, CCRR  
CSR No. 10891

25

## EXHIBIT 6

HARTFORD CASUALTY INS. COMPANY vs. FIREMAN'S FUND INS. COMPANY, ET AL.  
30(b)(6) Lynn Hadfield on 06/29/2016

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3

4 HARTFORD CASUALTY INSURANCE )  
5 COMPANY, an Indiana Corporation, )  
6 Plaintiff, )  
7 -vs- ) Case No.  
8 FIREMAN'S FUND INSURANCE ) 3:15-cv-02592-SI  
9 COMPANY, a California Corporation; )  
10 BURNS & WILCOX INSURANCE SERVICES, )  
11 INC., a California Corporation; )  
and DOES 1 to 50, )  
Defendants. )  
\_\_\_\_\_ )

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14 VIDEOTAPED 30(b)(6) DEPOSITION OF LYNN HADFIELD

15 San Diego, California

16 Wednesday, June 29, 2016

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19 Reported by Tricia Rosate, RDR, CRR, CSR No. 10891

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**HARTFORD CASUALTY INS. COMPANY vs. FIREMAN'S FUND INS. COMPANY, ET AL.**  
**30(b)(6) Lynn Hadfield on 06/29/2016 Pages 142..145**

<p style="text-align: right;">Page 142</p> <p>1 not --</p> <p>2 Adding or removing such residences after an</p> <p>3 umbrella policy or an umbrella endorsement is added,</p> <p>4 does that require a new application form?</p> <p>5 A It's --</p> <p>6 MR. QUIGLEY: Objection. Lacks foundation.</p> <p>7 Misstates her prior testimony.</p> <p>8 THE WITNESS: It does not.</p> <p>9 BY MR. KASTAN:</p> <p>10 Q They -- they can do so informally?</p> <p>11 A Correct.</p> <p>12 Q And is there any mechanism that you're aware of</p> <p>13 as a senior underwriter previously for Fireman's Fund to</p> <p>14 ensure that Fireman's Fund is aware of who owns or has</p> <p>15 an insurable interest in any properties to be added</p> <p>16 later on?</p> <p>17 MR. QUIGLEY: Objection. Vague and ambiguous.</p> <p>18 Lacks foundation. Argumentative.</p> <p>19 THE WITNESS: You know, I can only answer this</p> <p>20 way: that we are a personal lines carrier, and we</p> <p>21 insure personal residences and personal autos, and</p> <p>22 the -- when the agent obtains information that something</p> <p>23 has changed, it's changed, and no, there's no other</p> <p>24 verification.</p> <p>25 ///</p>	<p style="text-align: right;">Page 144</p> <p>1 understand what I mean by primary homeowners policy?</p> <p>2 A The primary residence of an insured.</p> <p>3 Q And do you understand what I mean by an excess</p> <p>4 or umbrella insurance policy?</p> <p>5 A Yes.</p> <p>6 Q What does that mean?</p> <p>7 A It's -- the excess umbrella policy, it's</p> <p>8 liability coverage, which is an endorsement, is attached</p> <p>9 to the primary residence policy.</p> <p>10 Q And an umbrella policy covering liability at</p> <p>11 the premises listed on a primary policy, is it your</p> <p>12 testimony that an LLC could not be endorsed on as an</p> <p>13 additional insured on the umbrella coverage?</p> <p>14 A That's correct.</p> <p>15 Q Why is that?</p> <p>16 A Because Fireman's Fund did not add additional</p> <p>17 LLCs or trusts as additional insureds to the umbrellas.</p> <p>18 Q What -- strike that.</p> <p>19 Is there a guideline to that effect in 2008?</p> <p>20 A That was the procedure.</p> <p>21 Q Where --</p> <p>22 A That's --</p> <p>23 Q Sorry.</p> <p>24 A Sorry. I apologize, too.</p> <p>25 Go ahead.</p>
<p style="text-align: right;">Page 143</p> <p>1 BY MR. KASTAN:</p> <p>2 Q We talked before in the primary policy context</p> <p>3 of adding an LLC as an additional insured by</p> <p>4 endorsement.</p> <p>5 Do you recall that?</p> <p>6 A Yes.</p> <p>7 Q Was the same mechanism available to add an LLC</p> <p>8 as an additional insured by endorsement to the umbrella</p> <p>9 portion of the policy?</p> <p>10 MR. QUIGLEY: Objection. Lacks foundation.</p> <p>11 Argumentative. Misstates the facts.</p> <p>12 THE WITNESS: No.</p> <p>13 BY MR. KASTAN:</p> <p>14 Q Why not?</p> <p>15 A It -- the simple answer is Fireman's Fund did</p> <p>16 not add LLCs under the umbrella.</p> <p>17 Q Only under the primary?</p> <p>18 MR. QUIGLEY: Objection. Misstates her prior</p> <p>19 testimony. Argumentative. Calls for a legal</p> <p>20 conclusion.</p> <p>21 THE WITNESS: You're going to have to clarify</p> <p>22 what you mean by "primary."</p> <p>23 BY MR. KASTAN:</p> <p>24 Q We were talking before about --</p> <p>25 Well, let's take a step back. Do you</p>	<p style="text-align: right;">Page 145</p> <p>1 Q Where was that procedure published?</p> <p>2 A Again, from my training at Fireman's Fund,</p> <p>3 there -- you know, there are positions on coverages that</p> <p>4 we add or don't add to a policy, and that was the</p> <p>5 guidelines, is "Here's what you do with the trust and an</p> <p>6 LLC. If it's acceptable on the home and it's not added</p> <p>7 to the" --</p> <p>8 It was part of a one-line sentence. The</p> <p>9 additional insured is added to the home, not the</p> <p>10 umbrella.</p> <p>11 Q Do you know who told you that?</p> <p>12 A No.</p> <p>13 Q Do you know when you first learned that?</p> <p>14 A That's been my procedure --</p> <p>15 That was how it was at Golden Eagle and how it</p> <p>16 was at Fireman's Fund.</p> <p>17 MR. KASTAN: Let me mark this as Exhibit 27.</p> <p>18 And I apologize. I only have one copy. This</p> <p>19 is the policy --</p> <p>20 MR. QUIGLEY: Is this the Sequoia policy?</p> <p>21 MR. KASTAN: This is the policy ending 023</p> <p>22 produced by Fireman's Fund --</p> <p>23 MR. QUIGLEY: Right. Yeah. That's the Sequoia</p> <p>24 policy.</p> <p>25 MR. KASTAN: -- which I'm going to call the</p>

## EXHIBIT 7



**HARTFORD CASUALTY INS. COMPANY vs. FIREMAN'S FUND INS. COMPANY, ET AL.**  
**30(b)(6) Lynn Hadfield on 06/29/2016 Pages 86..89**

Page 86

1 Q This particular application.  
2 A No. I have no recollection.  
3 Q In 2008, what would have been your practice as  
4 a senior underwriter in obtaining that information?  
5 A Well, that, too, depends on where the location  
6 came from. Because sometimes, which is not the  
7 procedure, but sometimes the agents come direct to me.  
8 The procedure was always it should go to agency  
9 services. So it depends. If agency services received  
10 the application, it's incomplete, so they would place a  
11 call to the agent to obtain the information, because  
12 they can't quote it without it.  
13 Sometimes, again, from my recollection,  
14 depending on how busy I was, if I got it first,  
15 sometimes I would call out, or if I'm too busy, again  
16 since the procedure was it was supposed to go to agency  
17 services or customer service -- excuse me -- first, I  
18 would send it back to them and have them do the normal  
19 procedure of making the call-out.  
20 Q How was it supposed to work as far as your  
21 contact with the agent versus the agency services or the  
22 customer service?  
23 MR. QUIGLEY: Objection. Vague and ambiguous.  
24 Incomplete hypothetical.  
25 THE WITNESS: There is an e-mail address where

Page 87

1 agents were supposed to send all submissions, and it was  
2 a box that was monitored by customer service.  
3 BY MR. KASTAN:  
4 Q And that's when you or -- strike that.  
5 Your understanding was, then, agency services  
6 or customer service would then forward that along to the  
7 rater, and then the rater would forward that along to  
8 you?  
9 A Okay. Maybe I should clarify that the rater is  
10 customer service, so they're the same -- the same  
11 people. So it goes into this e-mail box, and that  
12 individual, they're a customer service person, but they  
13 do the rating.  
14 Q And all the rating's done now electronically?  
15 A Yes. It was an -- an electronic system.  
16 Q Not like the paper way you used to do it back  
17 at Golden Eagle.  
18 A That's correct.  
19 Q So as you look at Exhibit 20, this homeowner  
20 application, would you agree with me that it's your  
21 understanding that this particular agent was asking for  
22 the named insured to be Herndon Partners, LLC?  
23 A Correct.  
24 MR. KASTAN: If I could mark this as  
25 Exhibit 21 --

Page 88

1 (Exhibit 21 was marked for identification.)  
2 BY MR. KASTAN:  
3 Q Ms. Hadfield, if you would just take a look  
4 through what's been marked as Exhibit 21, this is from  
5 Fireman's Fund's production, FF000019 through 23  
6 consecutive.  
7 A Yes. I reviewed it.  
8 Q And do you see any of your own handwriting on  
9 this page, the first page of Exhibit 21?  
10 A I do.  
11 Q And can you point me where your handwriting is  
12 located?  
13 A My handwriting is Burns & Wilcox, and that, to  
14 my best recollection, underneath it, the number  
15 04499841, was probably their agency code.  
16 Q Okay.  
17 A One -- at the bottom of the application, kind  
18 of slanted, it says, "1.20 brush surcharge." That's my  
19 handwriting.  
20 And the name, Paul Owadi at the top of the  
21 words "Homeowners Application," and the word "issue"  
22 right above that.  
23 Q What about this --  
24 A Oh. I --  
25 MR. QUIGLEY: She's not done yet.

Page 89

1 THE WITNESS: I apologize.  
2 And then at the bottom right, it says, "list  
3 Herndon Partners as additional insured," that's my  
4 handwriting.  
5 And then at the very bottom of the application,  
6 the word "primary," and then "NZ 2429023," that's my  
7 handwriting.  
8 And that's it on that page.  
9 BY MR. KASTAN:  
10 Q What about c/o?  
11 A I apologize. Yes. That's -- that's me as  
12 well.  
13 MR. QUIGLEY: Where -- where is that, Josh?  
14 THE WITNESS: Up at the top.  
15 MR. KASTAN: Next to the named -- named insured  
16 box.  
17 MR. QUIGLEY: Oh. I see. At the very top of  
18 the page there, right under ER, the homeowner title?  
19 MR. KASTAN: Yep.  
20 THE WITNESS: And I actually found one more  
21 that's my handwriting, "effective 10," and it has 27  
22 marked out. That 29 is not mine, but the "10/27/08" is  
23 my handwriting.  
24 BY MR. KASTAN:  
25 Q And what about where it's indicated in the top

## EXHIBIT 8

**HARTFORD CASUALTY INS. COMPANY vs. FIREMAN'S FUND INS. COMPANY, ET AL.**  
**30(b)(6) Lynn Hadfield on 06/29/2016 Pages 94..97**

Page 94

1 And do these look to be the same foundational  
2 application --  
3 A Yes.  
4 Q -- that you received?  
5 A Yes.  
6 Q And you'd agree with me that 21 has the version  
7 with your and Ms. McLachlan's stamps and some of your  
8 handwriting and some handwriting by someone that we  
9 don't know. Is that right?  
10 A Yes.  
11 Q So if you look at the top right-hand corner,  
12 why did you write --  
13 MR. QUIGLEY: Which -- which exhibit?  
14 MR. KASTAN: 21.  
15 MR. QUIGLEY: Okay. Are we done with 20?  
16 MR. KASTAN: No.  
17 MR. QUIGLEY: Okay.  
18 BY MR. KASTAN:  
19 Q Why did you write "Paul Owadi, c/o," and add  
20 that to Herndon Partners, LLC, as a named insured on  
21 this application?  
22 A I can't respond -- respond to that  
23 affirmatively, but I can give you my underwriting  
24 experience on why.  
25 Q So you have no recollection independently as to

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1 why you did that.  
2 A Correct.  
3 Q Now, why -- if it was your practice to change  
4 information on application forms, why did you do so?  
5 A It would be -- when I get the application, and  
6 again it's incomplete or something that is questionable,  
7 if we can write it or not, I would then have a  
8 conversation with the agent to see what the whole  
9 picture is. And if something is clarified, then I would  
10 clarify it on the application.  
11 Q So you didn't consider this to be a change on  
12 the application, on Exhibit 21?  
13 MR. QUIGLEY: Objection. Vague and ambiguous  
14 as to what you mean by "change."  
15 BY MR. KASTAN:  
16 Q To the named insured information on the top  
17 right-hand corner that we were just discussing.  
18 A It was a -- again, from my experience, it was  
19 obviously a conversation had occurred on what the  
20 exposure was, so again I modified and clarified what we  
21 were writing.  
22 Q And that's because you couldn't write a  
23 personal lines policy to an LLC; is that right?  
24 A Correct.  
25 Q But you could write a personal lines policy to

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1 an individual in care of an LLC?  
2 A Yeah. The "in care of" can be anything. It's  
3 a mailing address. So especially, too, in our  
4 celebrities, you have the in care of, and the address  
5 under that is meaningless in regards to the coverage.  
6 MR. KASTAN: Let's take a break. The  
7 videographer need to change the tape.  
8 THE VIDEOGRAPHER: This is the end of  
9 Media No. 1 in the deposition of Lynn Hadfield.  
10 The time is 11:56 a.m. We're now off the  
11 record.  
12 (Lunch recess from 11:56 a.m. - 12:41 p.m.)  
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1 SAN DIEGO, CALIFORNIA; WEDNESDAY, JUNE 29, 2016  
2 12:41 P.M. - 3:02 P.M.  
3 - - -  
4 THE VIDEOGRAPHER: This is the beginning of  
5 Media No. 2 in the deposition of Lynn Hadfield.  
6 The time is 12:41 p.m. We're back on the  
7 record.  
8 EXAMINATION (Continued)  
9 BY MR. KASTAN:  
10 Q Ms. Hadfield, based on your own experience,  
11 would you agree with me that an LLC is a type of  
12 business entity?  
13 MR. QUIGLEY: Objection. Calls for an expert  
14 conclusion. Calls for a legal conclusion.  
15 Lacks foundation.  
16 THE WITNESS: Can you repeat the question?  
17 (Record read.)  
18 MR. QUIGLEY: Same objections.  
19 THE WITNESS: Yeah. My opinion is not --  
20 No. The answer is no.  
21 BY MR. KASTAN:  
22 Q And just -- I'm not asking for your opinion.  
23 A Oh.  
24 Q I'm asking based on your own experience as a  
25 senior underwriter for quite a number of years, is an



**HARTFORD CASUALTY INS. COMPANY vs. FIREMAN'S FUND INS. COMPANY, ET AL.**  
**30(b)(6) Lynn Hadfield on 06/29/2016 Pages 198..200**

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1	THE WITNESS: Thank you.	1	CHANGES AND SIGNATURE
2	MR. QUIGLEY: You survived.	2	WITNESS NAME: Lynn Hadfield, 06/29/2016
3	THE VIDEOGRAPHER: This is the end of	3	PAGE LINE CHANGE REASON
4	Media No. 3 in the deposition of Lynn Hadfield.	4	
5	The time is 3:02 p.m. We're now off the	5	
6	record.	6	
7	(Proceedings concluded at 3:02 p.m.)	7	
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20		20	I, Lynn Hadfield, have read the foregoing
21		21	deposition and hereby affix my signature that same is
22		22	true and correct, except as noted above.
23		23	Lynn Hadfield
24		24	
25		25	

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1	I, Tricia A. Rosate, Certified Shorthand
2	Reporter licensed in the State of California, License
3	No. 10891, hereby certify that the deponent was by me
4	first duly sworn, and the foregoing testimony was
5	reported by me and was thereafter transcribed with
6	computer-aided transcription; that the foregoing is a
7	full, complete, and true record of said proceedings.
8	I further certify that I am not of counsel or
9	attorney for any of the parties in the foregoing
10	proceeding and caption named or in any way interested in
11	the outcome of the cause in said caption.
12	The dismantling, unsealing, or unbinding of the
13	original transcript will render the reporter's
14	certificates null and void.
15	In witness whereof, I have hereunto set my hand
16	this day: June 29, 2016
17	
18	_____ Reading and signing was requested.
19	_____ Reading and signing was waived.
20	
21	<input checked="" type="checkbox"/> Reading and signing was not requested.
22	
23	
24	Tricia Rosate, RDR, RMR, CRR, CCRR
25	CSR No. 10891

**PROOF OF SERVICE**

**STATE OF CALIFORNIA** )  
 ) **ss.**  
**COUNTY OF SACRAMENTO** )

I, Beverley TOMLIN-Hill, declare that I am employed in the County of Sacramento, State of California. I am over the age of 18 and not a party to the within action. My business address is 980 9<sup>th</sup> Street, Suite 2350, Sacramento, California 95814

On the date shown below, I served the document(s) described as **DECLARATION OF L. SCOTT BRUGGEMANN IN SUPPORT OF BURNS & WILCOX'S REPLY TO HARTFORD'S OPPOSITION TO ITS SUMMARY JUDGMENT** on all interested parties in said action by placing a true copy thereof in a sealed envelope addressed as stated on the ATTACHED SERVICE LIST.

☐ **BY MAIL:** as follows:

☐ **STATE** - I am "readily familiar" with Wolfe & Wyman LLP's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Sacramento, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

☐ **FEDERAL** - I deposited such envelope in the U.S. Mail at Sacramento, California, with postage thereon fully prepaid.

☐ **BY PERSONAL SERVICE** as follows: I caused a copy of such document(s) to be delivered by hand to the offices of the addressee between the hours of 9:00 A.M. and 5:00 P.M.

☐ **BY OVERNIGHT COURIER SERVICE** as follows: I caused such envelope to be delivered by overnight courier service to the offices of the addressee. The envelope was deposited in or with a facility regularly maintained by the overnight courier service with delivery fees paid or provided for.

☒ **BY ELECTRONIC MAIL** as follows: I hereby certify that I electronically transmitted the attached document(s) to the U.S. District Court using the CM/ECF System for filing, service and transmittal of Notice of Electronic Filing to the CM/ECF registrants for this case. Upon completion of the electronic transmission of said document(s), a receipt is issued to the serving party acknowledging receipt by ECF's system, which will be maintained with the original document(s) in our office.

☐ **BY FACSIMILE** as follows: I caused such documents to be transmitted to the telephone number of the addressee listed on the attached service list, by use of facsimile machine telephone number. The facsimile machine used complied with California Rules of Court, Rule 2004 and no error was reported by the machine. Pursuant to California Rules of Court, Rule 2006(d), a transmission record of the transmission was printed.

☐ **STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ **FEDERAL** I declare that I am employed in the offices of a member of the State Bar of this Court at whose direction the service was made.

Executed on October 14, 2016, at Sacramento, California.

  
 BEVERLEY TOMLIN-HILL

**SERVICE LIST**

**Hartford Casualty Ins. Co. v. Fireman's Fund Ins. Co., et al.**  
**U.S. District Court, Northern District - Case No. 3:15-cv-02592 SI**  
**W&W File No. 1670-001**  
**[Revised: 09/14/15]**

Stephen M. Hayes, Esq.  
 Joshua N. Kastan, Esq.  
 HAYES SCOTT BONINO ELLINGSON  
 & McLAY, LLP  
 203 Redwood Shores Parkway, #480  
 Redwood City, CA 94065

**Attorneys for Plaintiff**  
**HARTFORD CASUALTY INSURANCE**  
**COMPANY**  
 Tel.: (650) 637-9100  
 Fax: (650) 637-8071; (650) 637-9101  
 Email: [shayes@hayesscott.com](mailto:shayes@hayesscott.com)  
[jkastan@hayesscott.com](mailto:jkastan@hayesscott.com)

Ramiro Morales, Esq.  
 Laurence Near, Esq.  
 MORALES FIERRO & REEVES  
 2300 Contra Costa Blvd., Suite 310  
 Pleasant Hill, CA 94523

**Attorneys for Defendant**  
**FIREMAN'S FUND INSURANCE**  
**COMPANY**  
 Tel.: (925) 288-1776  
 Fax: (925) 288-1856  
 Email: [rmorales@mfrlegal.com](mailto:rmorales@mfrlegal.com)  
[lnear@mfrlegal.com](mailto:lnear@mfrlegal.com)

Christine E. Jacob, Esq.  
 Bret N. Batchman, Esq.  
 HANSEN KOHLS SOMMER & JACOB LLP  
 1520 Eureka Road, Suite 100  
 Roseville, CA 95661

**Attorneys for Cross-Defendant**  
**MOSEN O'HADI AKA MOSEN OHADI, DBA**  
**MALIBU PACIFIC AND/OR MALIBU PACIFIC**  
**REAL ESTATE CO AND/OR MALIBU**  
**COASTAL INSURANCE SERVICES**  
 Tel.: (916) 781-2550  
 Fax: (916) 781-5339  
 Email: [cjacob@hansenkohls.com](mailto:cjacob@hansenkohls.com)  
[bbatchman@hansenkohls.com](mailto:bbatchman@hansenkohls.com)